ing on an action for damages. *Coyner v. Lynde,* 10 Ind. 282; *Holmes v. Doane,* 9 Cush. 135. A new verbal agreement, which at inception would have no binding force, when acted upon is binding. *Thurston v. Ludwig,* 6 Ohio St. 1. Also a mutual agreement to rescind while an existing contract is still executory is binding. *Thomason v. Dill,* 30 Ala. 454; *Thomas v. Barnes,* 156 Mass. 581. In like manner, a waiver may make the new contract binding, where one party, as in above case, may waive the performance of a contract by the other and assume some new and additional obligation as consideration of performance by the other. *Johnson v. Sellers,* 33 Ala. 265. See Comment, *supra.*

CONTRACTS—VALIDITY—OUSTING COURTS OF JURISDICTION—GITLER V. RUSSIAN CO., 108 N. Y. SUPP. 793. The plaintiffs agreed upon a valuable consideration, to bring no action on a judgment in their favor against the defendants in any courts other than those of Russia. *Held,* that this contract was not void as ousting courts of jurisdiction.

Contracts ousting courts of jurisdiction over future controversies are universally held invalid as interferences with the course of justice. *Chamberlain v. Railroad,* 54 Conn. 472. The reason for this holding seems obsolete. One court, though feeling bound to the rule by the doctrine of *stare decisis,* indicated that were the question *res nova* its decision would have been different. *Delaware, etc., Canal Co. v. Penna. Coal Co.,* 50 N. Y. 250. And consequently, the application of this rule has been narrowed in later decisions. See *Mittenthal v. Mascagni,* 183 Mass. 19. The great weight of authority, however, still declares invalid contracts limiting the jurisdiction over future controversies to particular courts. *Doyle v. Ins. Co.,* 94 U. S. 535; *Reichard v. Ins. Co.,* 31 Mo. 518. These contracts are clearly distinguished from contracts limiting one's right to sue, as in the main case, on a cause of action already determined. The latter may be void on other grounds of public policy. *Kilbourn v. Field,* 78 Pa. St. 194. But as attempts at ouster of jurisdiction they are never invalid. *Montgomery v. Ins. Co.,* 108 Wis. 146; *Railroad v. Harris,* 126 Ind. 7. The main case reverses *Gitler v. Russian Co.,* 106 N. Y. Supp. 886. See 17 YALE LAW JOURNAL, 474.

DEATH—CAUSE—EVIDENCE—LOUISVILLE & N. R. CO. V. SIMRALL'S ADM'R., 104 S. W. 1011 (KY.). Notwithstanding injuries to his hip and head which the intestate had received in an accident he continued to perform his regular duties as station agent for six

months; thereafter contracted typhoid fever or pneumonia; later became insane, failed steadily, and died four years after receiving the injuries. *Held,* his death was the reasonable result of the accident, the defendant offering proof of no other theory. Barker, J., *dissenting.*

A proximate cause has been defined as the "prominent efficient" cause. *Ellvson v. International, etc., R. Co.,* 33 Tex. Civ. App. 1; *Donaldson v. New York, N. H., etc., R. Co.,* 188 Mass. 484. And no "casual or unexpected causes" should intervene as necessary factors between the proximate cause and its result. *Scheffer v. Railroad Co.,* 105 U. S. 249. So when the plaintiff was ejected from a train and as a consequence suffered from exposure it was decided that his death a month later from typhoid fever was not attributable to the wrongful ejection. *Randall v. New Orleans, etc., R. Co.,* 45 La. Ann. 778. And where an injury to a person's knee so reduced his vitality that he was unable to resist the tuberculosis germs that attacked his lungs, such injury was not considered the proximate cause of death from consumption. *Weber v. Third Ave. R. Co.,* 42 N. Y. Supp. 789. But in harmony with the case at hand there are two New York decisions, which rule that there is a strong presumption that causes of a death, which are not made to appear at the trial, do not exist. *Looram v. Third Ave. R. Co.,* 6 N. Y. Supp. 504; *Sauter v. N. Y. Central, etc., R. Co.,* 66 N. Y. 50.

EXPLOSIVES—INJURIES FROM BLASTING—LIABILITY—WYNNE V. BAILEY, 107 N. Y. SUPP. 545.—*Held,* that a contractor is not liable for injury to a stone wall along a street, and to a lawn and hedge adjacent thereto, due to blasting necessary in grading the street, unless the blasting was negligently performed.

A different rule obtains in New Jersey. *McAndrews v. Collerd,* 42 N. J. L., 189. The language of the court there was, "where one engaged in blasting injures the adjoining property of another, he is liable without reference to his exercise of care and skill in doing the work." Even in New York this rule is not uniformly recognized. *Tinsman v. B. D. R. R. Co.,* 2 Dutcher 148, held that "the proposition that a corporation authorized to construct public highways . . . are vested with the immunity that pertains to the sovereign and are exempt from liability to damages for injuries done to individuals in the exercise of that power, cannot be sustained upon grounds of reason and justice." Where death is caused by the voluntary explosion of a blast by a dredging company no amount of care and skill in exploding the blast, not even the highest, will excuse the company from responsibility. *Munro v. Pac. Coast*